



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

March 31, 2009

57-E

MARCH 31, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**PUBLIC LIBRARY: APPROVE AGREEMENTS WITH THE CITY OF MALIBU
FOR THE RENOVATION OF THE MALIBU LIBRARY, ESTABLISH CAPITAL
PROJECT, AND APPROVE THE RELATED APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 88944
(THIRD DISTRICT) (4 VOTES)**

SUBJECT

Request the Board to authorize and delegate authority to the County Librarian and the Chief Executive Officer to execute agreements with the City of Malibu (City) for the Malibu Library renovation project substantially in the form attached, and establish a capital project. These agreements will be effective upon execution by the County and the City, and will terminate upon the City's completion of all its obligations under the terms of the agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the renovation of the Malibu Library is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the project files.
2. Authorize and delegate authority to the County Librarian and the Chief Executive Officer, or his designee, to execute an architectural and consulting services agreement with the City for the Malibu Library renovation project, once approved as to form by County Counsel, in form substantially similar to the agreement. Also, authorize and delegate authority to the County

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Librarian, or her designee, to approve and to execute amendments and change notices subject to the terms of the final agreement.

3. Authorize and delegate authority to the County Librarian and the Chief Executive Officer, or his designee, to execute one or more lease agreements with the City for each applicable phase of the Malibu Library renovation project, once approved as to form by County Counsel, in form substantially similar to the agreement. Also, authorize and delegate authority to the County Librarian, or her designee, to approve and to execute amendments and change notices subject to the terms of the final agreement.
4. Establish the Malibu Library Refurbishment Project, Capital Project No. 65052/88944, at a total budget \$2,646,000 in Fiscal Year 2008-09, in the Public Library's Accumulated Capital Outlay (ACO) Fund.
5. Approve the appropriation adjustment to transfer the amount of \$2,646,000, which are currently in a Designation account in the Public Library's operating budget, to the Public Library's ACO Fund, for the reimbursement of the Malibu Library renovation costs to the City of Malibu.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Malibu Library is located in the County-owned Malibu Civic Center Complex (23519 West Civic Center Way). In 2005, the Public Library and the City commissioned a Community Library Needs Assessment study for the Malibu Library. This study identified a number of opportunities for improving library services in the City including a major renovation of the 1970 facility. Among other recommendations, the study identified the need for an interior renovation, which will include, at minimum, new lighting, new carpet and paint, and compliance with current Americans with Disabilities Act requirements. Exterior renovations may include the addition of an outdoor patio.

On November 12, 2008, your Board approved a Memorandum of Understanding (MOU) with the City of Malibu. This MOU is effective through June 30, 2019 with an automatic five-year extension that will extend the MOU to 2024. The MOU governs the use of property tax dollars apportioned to the County from property within the City for purposes of providing and improving library services at the Malibu Library.

The Public Library and the City will cooperatively work to improve and enhance the thirty-eight year old facility. This is the first project to be undertaken since the execution of the MOU with the City. The Malibu Library renovation project will be financed and managed in accordance with the provisions established in the MOU.

The City will assist the Public Library in carrying out the Malibu Library renovation project, which includes planning and design, construction of improvements, and installation of furnishings, fixtures and equipment. The City will retain a library consultant and an architect, award and oversee construction contracts and provide overall management of the project. While the City is primarily responsible for designing and delivering the renovations, all documents and decisions are subject to the mutual approval of the Public Library and the City.

Planning and Design

The City has retained the services of a library consultant to provide programming, design development, and coordination services. The City will also engage the services of an architect to provide professional design, architectural, engineering, and construction administration services for the Malibu Library renovation project. The City has requested proposals from architectural consulting firms and interviews of the top five firms were conducted on March 3, 2009 by a team of Public Library and City representatives. As a result of this process, the City plans to execute an architectural and engineering services contract for the project to LPA, Inc. This firm has extensive experience with public library projects. The Public Library concurs with the selection of LPA, Inc., as the project architect.

The planning and design work for the Malibu Library renovation project, which will require six months to one year to complete, will provide a comprehensive approach to both the interior and exterior renovations. The architect's scope of work will include a feasibility study, building code and upgrade requirement analysis, review of existing systems, validation of the library building program, preparation of three schematic design options and identification of probable costs, refinement of schematic design, preparation of design development and construction documents, engineering and interior design services. The renovation work will be based on the design and plans that are approved by the City, Public Library and the Chief Executive Office.

Approval of the second recommended action will establish a mechanism by which the Public Library can reimburse the City for the library consulting and architectural services costs, and the terms and conditions under which the Public Library will approve the payments. The architectural and consulting services agreement will terminate upon the City's completion of all its obligations under the terms of the agreement.

Renovation Work

Based on available funding, the Public Library and the City anticipate that the renovation work will be completed in more than one phase. Each phase of the work will involve construction of improvements and/or installation of furnishings, fixtures and equipment. Prior to the renovation work, the City will develop and submit to the Public Library and the Chief Executive Office for approval a separate scope of work, project budget and schedule for each contemplated phase of the renovation.

Approval of the third recommended action will allow the County to enter one or more sequential lease agreements with the City to enable the City to proceed with carrying out each phase of the renovation project. The first lease agreement will be executed for the completion of the interior renovation work and will terminate upon the completion of the work. Any subsequent phase of the project, such as the exterior work, will be subject to a separate lease with substantially similar general terms and conditions as provided in the first lease agreement.

Under the terms of the lease agreement, the County will temporarily lease the facility to the City to complete the work of the applicable phase of the renovation. The City will complete the applicable phase of the renovation in accordance with all applicable laws and the terms of the lease agreement. Upon acceptance by the County of the applicable phase of the renovation project, the control of the building will revert to the County. The lease agreement will terminate upon the City's completion of all its obligations under the terms of the agreement.

Approval of the third recommended action will also establish a mechanism by which the Public Library can reimburse the City for the cost of the applicable phase of the renovation work, and the terms and conditions under which the Public Library will approve the payments. Ownership of the improvements to the Malibu Library, including furnishings, fixtures and equipment, will automatically vest in the County upon delivery or installation, as applicable.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan Goals in the areas of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3).

FISCAL IMPACT/FINANCING

The cost of the Malibu Library renovation project, including but not limited to, planning, design, construction of improvements, and acquisitions and installation of furnishings, fixtures and equipment, will be funded by the amount set aside by the Public Library for the Malibu Library and approved by the Board of Supervisors. The set aside funds will not be used to reimburse the Public Library and the City for the cost of administrative staff time devoted to this project.

The set aside funds for the Malibu Library are currently in a Designation for Program Expansion account in the Public Library's operating budget. As of Fiscal Year 2008-09, the total amount of the set aside funds is \$2,646,000. The Public Library's proposed increases to the set aside funds for each fiscal year are not available for use until such increases are approved and appropriated by the Board of Supervisors. The Public Library's Fiscal Year 2009-10 Budget Request includes a proposed increase of \$992,000, which will bring the total amount available for the project to \$3,638,000.

The attached appropriation adjustment will fund the Malibu Library Refurbishment Project (C.P. 88944) in Fiscal Year 2008-09 by canceling the Designation amount of \$2,646,000 in the Public Library's operating budget and transferring the funds to C.P. 88944 in the Public Library's ACO Fund. Future Board-approved increases to the Malibu Library's set aside funds, including the additional \$992,000 for Fiscal Year 2009-10, will be transferred to and appropriated in the ACO fund, as needed, during the annual budget approval process.

Approval of the attached appropriation adjustment will allow sufficient appropriation in the Public Library's ACO Fund in Fiscal Year 2008-09 to encumber the \$2,646,000, as necessary, for the Public Library's reimbursement to the City. Funds will be paid by the Public Library to the City on a reimbursement basis. All invoices and supporting documentations received from the City will be subject to the approval of the Public Library.

A maximum County obligation will be established for each executed agreement for the renovation project. The sum of all maximum County obligations may not exceed the total Board-approved set aside funds. Any additional cost incurred by the City that exceeds the maximum County obligation will be paid by the City. Future set aside funds, which are subject to the approval and appropriation in the ACO Fund by the Board of Supervisors, may be used to reimburse the City for this additional cost.

The Public Library will continue to pay its share of the utilities and grounds maintenance costs of the Malibu Civic Center facility from its operating budget during the renovation period. It is estimated that any increases in operating costs as a result of the renovation will be minimal and fully offset by property tax revenues designated for the Public Library and received from parcels located within the Malibu library service area.

Consistent with your Board's Civic Art policy adopted on December 7, 2004, one percent of the cost of design services and construction costs of each executed agreement for the renovation project will be allocated for Civic Art Fund using the Malibu Library's set aside funds. The Public Library will work with the Chief Executive Office to ensure that the appropriate civic art fee is transferred to the Civic Art Fund as soon as the budget for the project is approved by the Public Library and the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 23, 2009, the Malibu City Council authorized the City Manager to negotiate and execute an agreement with LPA, Inc., to provide architectural services for the Malibu Library renovation project.

The attached architectural and consulting services and lease agreements have been reviewed by County Counsel and the final agreements will be approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The renovation of the Malibu Library is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301(a) and (e) and 15303 (e) and Class 1, Subsection (d) of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the project involves minor interior and exterior alterations of the library building involving no negligible expansion of an existing use, including new lighting, new carpet, new paint, a new patio, and compliance with current Americans with Disabilities Act requirements.

CONTRACTING PROCESS

The City will award the contracts for the renovation project in accordance with competitive bidding laws applicable to local government in the State of California.

IMPACT ON CURRENT SERVICES

The Malibu Library will be closed during construction for the period necessary to complete the applicable phase of the renovation project. The Public Library will develop a plan, in consultation with the City, to provide temporary library services during the renovation. Any cost savings as a result of closing the Malibu Library during the renovation will be allocated to the Malibu Library Designation for use in future phases of the project.

CONCLUSION

Please return an adopted copy of this Board letter to the Chief Executive Office (Capital Projects Division), and one to the Public Library.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:MDT:DL
JSE:DJT:FH:zu

Attachments (3)

c: County Counsel
Auditor-Controller
Public Library

Agreement No. _____



AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF MALIBU
FOR
ARCHITECTURAL AND CONSULTING SERVICES
FOR THE MALIBU LIBRARY RENOVATION PROJECT

**AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF MALIBU
FOR ARCHITECTURAL AND CONSULTING SERVICES FOR
THE MALIBU LIBRARY RENOVATION PROJECT**

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**AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF MALIBU
FOR ARCHITECTURAL AND CONSULTING SERVICES FOR
THE MALIBU LIBRARY RENOVATION PROJECT**

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EXHIBITS

EXHIBIT A: Architectural Services Scope of Work

EXHIBIT B: Architectural Services Budget

EXHIBIT C: Library Consulting Services Budget

**AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF MALIBU
FOR ARCHITECTURAL AND CONSULTING SERVICES FOR
THE MALIBU LIBRARY RENOVATION PROJECT**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of March, 2009 by and between the COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, (hereinafter "COUNTY"), and the CITY OF MALIBU, a municipal corporation, (hereinafter "CITY").

RECITALS

A. The COUNTY owns the Malibu Library, and the real property on which the library sits, located at 23519 West Civic Center Way, Malibu, CA 90265.

B. On November 12, 2008, a Memorandum of Understanding between the COUNTY and the CITY was approved by the COUNTY Board of Supervisors, which governs the use of property tax dollars apportioned to the COUNTY from property within the CITY for the purposes of providing and improving library services at the Malibu Library.

C. The CITY is willing to assist the COUNTY in carrying out the interior and exterior building renovations of said Malibu Library, including but not limited to, retaining a Library Consultant and architect, awarding and overseeing a construction contract, and managing the project.

D. The CITY by this Agreement will engage the services of a Library Consultant to provide programming, design development and coordination services, and an Architect to provide professional design, architectural and engineering services for the interior and exterior renovations of the Malibu Library, in accordance with the terms and conditions of this Agreement.

E. The design and planning of the Malibu Library renovation project will include a comprehensive approach to both interior and exterior renovations. However, the COUNTY and CITY anticipate that the interior and exterior renovations will be completed in more than one phase based on available funding.

F. Subject to the terms and conditions of this Agreement, the COUNTY will reimburse the CITY for architectural services costs and related library consultant services costs incurred by the CITY funded by the amount set aside by the Public Library for the Malibu Library and approved by the COUNTY Board of Supervisors. The COUNTY and the CITY shall each bear their own administrative staff time devoted to this project and such costs shall not be charged to the set aside funds. The maximum

COUNTY obligation for this Agreement is \$_____. Any additional costs incurred under this Agreement are the responsibility of the CITY.

G. Consistent with the Civic Art Policy adopted by the COUNTY Board of Supervisors on December 7, 2004, 1% of the cost of design services and construction costs of the Malibu Library renovation project will be transferred to the Civic Art Fund using the Malibu Library's set aside funds.

NOW, THEREFORE, in consideration of the performance of the mutual promises and agreements herein contained at the time and in the manner specified, the parties hereto agree as follows:

1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall, for the purposes of this agreement, have the meaning herein specified:

- A. Architect. "Architect" means the sole proprietor, partnership, or corporation retained by the CITY to provide design and construction administration services for the Malibu Library renovation.
- B. Library Consultant. "Library Consultant" means the sole proprietor, partnership, or corporation retained by the CITY to provide programming, design development, library consulting, and coordination services for the Malibu Library renovation.
- C. Board. "Board" means the Board of Supervisors of the COUNTY of Los Angeles.
- D. CITY. "CITY" means the CITY of Malibu, a municipal corporation, 23815 Stuart Ranch Road, Malibu, CA 90265.
- E. City Council. "City Council" means the CITY Council of the CITY of Malibu, CA.
- F. COUNTY. "COUNTY" means the COUNTY of Los Angeles, a body corporate and politic, a political subdivision of the State of California, Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012.
- G. Malibu Library. "Malibu Library" or "Library" means that certain facility owned by the COUNTY and heretofore erected and constructed at 23519 West Civic Center Way, Malibu, consisting of approximately 16,530 square feet of floor space.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on the date that this Agreement has been executed by both the CITY and the COUNTY. This Agreement shall terminate only upon CITY's completion of all its obligations hereunder as approved by the COUNTY.

The County Librarian shall file a copy of this Agreement with the Executive Office of the County's Board of Supervisors within fifteen (15) days after execution of this Agreement.

3. ARCHITECTURAL AND CONSULTING SERVICES

- A. The Scope of Work and Budget for the Architectural and Consulting Services provided by the CITY under this Agreement are included as Exhibits "A", "B" and "C".
- B. Individual line items of the Project Budget for the Architectural Services and the Library Consultant Services, set forth in Exhibit "B" and "C" respectively, may be modified by mutual consent of the parties' representatives. However, the total Project Budget amounts shall only be increased through the procedures set forth in Paragraph 7.
- C. The City has retained the Library Consultant who will assist in the architect selection process and provide programming, design development, and project coordination services.
- D. The CITY will retain the Architect, who will develop plans, specifications and construction documents and provide construction administration services for the interior and exterior renovation of the Malibu Library, through open competitive bidding in accordance with the laws of the State of California and rules and regulations of the CITY.
- E. The agreement between the CITY and Architect shall require the development of separate plans, specifications, construction documents, scope of work, project budget and project schedule for each contemplated phase of the Malibu Library renovation project, and the construction administration of such phases. The term of the agreement between the CITY and the Architect shall extend to the time period necessary to complete the construction administration of all the contemplated phases of the renovation project.
- F. Said drawings, plans, and specifications shall be prepared in accordance with the requirements of state law for public works projects of cities, under the laws of the State of California, the ordinances, rules and regulations of the CITY. All low voltage systems, including voice/data cabling and

terminations; patch panels, racks, main communication room cable trays and equipment; and other low voltage systems, shall comply with the COUNTY's specifications.

- G. The CITY shall submit all drawings, plans, specifications to the COUNTY who has the right to approve all drawings, plans and specifications, including but not limited to furnishings, equipment and fixtures prior to completion of such plans and specifications.
- H. The CITY shall allow the Designated Representatives of the COUNTY to participate in meetings with the Architect and Library Consultant. The schedule for the meetings shall be mutually developed by the CITY and the COUNTY.

4. SCOPE OF WORK, PROJECT BUDGET AND PROJECT SCHEDULE

- A. The CITY shall submit a Scope of Work, Project Budget and Project Schedule to the COUNTY for approval for each contemplated phase of the renovation on a schedule mutually agreed by the COUNTY and the CITY. The Project Budget for each phase shall provide for construction contingencies equal to fifteen percent of the construction contract.
- B. The CITY agrees that 1% of the cost of design services and construction costs of the Malibu Library renovation project will be transferred from the set aside funds to the COUNTY's Civic Art fund to provide civic arts for the project. Arts for the project will be mutually selected and approved by the COUNTY and CITY in accordance with the COUNTY's Civic Art Policy.

5. TIME SCHEDULE

- A. The agreement between the CITY and the Architect shall emphasize that time is of the essence, and shall contain necessary clauses to guarantee performance of the architectural work for the Malibu Library renovation within the time agreed by the COUNTY and the CITY.
- B. If the completion of documents is delayed for any cause beyond CITY's control, including but not limited to, any act, neglect, delay, or default of COUNTY or by changes or additions to the scope of work, or by injunction or by government control or regulations, or by damage or delay which may arise through or by fire, insurrection, or war, or by the abandonment of work through strikes, boycotts, or walkouts, the CITY's sole remedy is to request that the time of completion be extended to the extent of the actual time lost by reasons of any or all such causes.

6. SUBMITTAL OF DOCUMENTS

- A. Specifications for each phase of the project shall be typed, single sided, camera ready, on first quality white bond paper or approved computer printout, page size 8-1/2" x 11". Three (3) copies shall be furnished to the COUNTY. Paste ups are not acceptable.
- B. The CITY shall, for each phase of the renovation project, furnish the COUNTY one (1) set of reproducible and three (3) prints of completed drawings at each required or intermediate submittal. Upon completion of final Construction Documents Phase, without any additional cost, the CITY shall furnish to the COUNTY a complete set of Construction Drawings in PDF and AutoCAD formats and a complete set of Specifications in CD-ROM PDF and Word formats for each phase of the renovation project.

7. CHANGE NOTICES AND AMENDMENTS

- A. No representative of either COUNTY or CITY, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 7.
- B. The parties hereunder reserve the right to request changes to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 7.
- C. Except as otherwise provided in this Agreement, for any change requested by either party which affects the scope of work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by the County's and the CITY's City Council authorized representatives.
- D. If the COUNTY or the CITY determines at any time that Scope of Work conducted pursuant to this Agreement may not be completed within the Budget, or that changes which affect the Scope of Work, term, payments, or any term or condition included in this Agreement are required to accomplish the purposes of this Agreement, the parties shall meet as soon as possible following receipt of notice to determine how the purposes of this Agreement may be completed within the Budget or how the deviation or potential deviation from the Scope of Work and/or the Budget will be cured. If, in the County's sole discretion, it appears possible to accomplish the purposes of this Agreement within the Budget and/or Scope of Work, the parties shall exercise their best efforts to mutually agree to a Corrective Action Plan to complete the work within the Budget and Scope of Work.

- E. In the Event the Corrective Action Plan fails to restore the Project to compliance with the current Budget and/or Scope of Work, or the COUNTY determines that the Budget is insufficient to complete the work as described in the Scope of Work, the parties shall exercise their best efforts to meet and confer as to changes to the Scope of Work which would allow the purposes of this Agreement to be substantially met within the Budget and/or Scope of Work. The final decision as to how the funds remaining in the Budget shall be used shall be determined in the COUNTY's sole discretion after consideration of implementing the purposes of this Agreement to the greatest extent possible.
- F. Notwithstanding any other provision of this Paragraph 7, to the extent that extensions of time do not impact either the scope of work or cost of this Agreement, the County Librarian, in her sole discretion, may grant the CITY extensions of time in writing for the work listed in the Scope of Work, provided that such extensions shall not exceed a total of twelve (12) months.
- G. Such Amendments shall be authorized subject to the following conditions:
- (1) That Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives;
 - (2) That the COUNTY's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement;
 - (3) That the County Librarian ensures that such Amendments are approved by the COUNTY's Chief Executive Officer, and as to form by County Counsel; and
 - (4) That the County Librarian files a copy of all Amendments with the Executive Office of the COUNTY's Board of Supervisors within fifteen (15) days after execution of each Amendment.

8. COUNTY PAYMENT

The maximum COUNTY obligation for this Agreement is \$_____.

The COUNTY shall reimburse the CITY for architectural and library consultant costs incurred by the CITY under this Agreement subject to the COUNTY'S approval of the invoices and supporting documentation submitted by the CITY. The COUNTY will not reimburse the CITY for the cost of administrative staff devoted to this Project. The total amount of the COUNTY's payment to the CITY

under this Agreement shall not exceed the total Project Budget for this Agreement set forth in Exhibit "B" and "C" of this Agreement. Any additional costs incurred by the CITY under this Agreement that exceeds the maximum COUNTY obligation will be paid by the CITY.

The CITY will notify the COUNTY when the Project Budget amount for this Agreement has been incurred up to 75% of the maximum amount specified for this Agreement in the Project Budget.

9. INVOICES

All demands for payment under this Agreement shall be submitted to the COUNTY with supporting documentation of expenses incurred by the CITY in duplicate to the following address:

County of Los Angeles Public Library
Chief Deputy County Librarian
7400 East Imperial Highway, Room 201
Downey, California 90242

The invoices should indicate the amount due and the amounts previously paid. The COUNTY Designated Representative must have written approval of the invoice prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. The CITY shall receive the payment from the COUNTY within 30 days from the receipt of such invoice. Approval of payment will not be unreasonably withheld.

10. OWNERSHIP OF DOCUMENTS

The COUNTY and the CITY agree that all materials, including but not limited to drawings, plans, specifications, calculations, reports, deliverables, diagrams, sketches, surveys, photographs, models (physical and computer), renderings, samples, mock-ups, presentation boards, maps, drafts, working papers, Construction Documents, edited and/or unedited versions of deliverables, and any other materials or documents developed under this Agreement, including those in electronic form, and any and all Intellectual Property rights to these materials, including, but not limited to, any copyrights, are and shall remain the sole property of COUNTY (hereafter collectively, "County Materials").

The CITY will cause the Architect to assign and transfer to the COUNTY all the Architect's right, title and interest in and to all such County Materials developed under this Agreement. The COUNTY shall be deemed the owner of the County Materials and shall retain all common law, statutory, and other reserved rights, including copyrights, whether or not the Project is completed. COUNTY shall own the worldwide right, title, and interest in and to all expressions produced to a tangible medium, including the overall design embodied in the Project, which are

the subject matter of the copyright created (whether created solely by the Architect or jointly with CITY, COUNTY, or others), developed, prepared, obtained, or furnished by Architect.

11. INDEMNIFICATION

- A. The CITY shall indemnify, defend and hold the COUNTY, its Special Districts, elected and appointed officers, employees and agents harmless from and against all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with services provided by the CITY, its contractors and/or consultants under this agreement.
- B. The CITY shall require the Architect and Library Consultant to indemnify, defend and hold the COUNTY, its Special Districts, elected and appointed officers, employees and agents harmless from and against all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the negligent acts or omissions, recklessness, or willful misconduct of the Architect.

12. INSURANCE REQUIREMENTS

- A. Insurance: Without limiting the CITY's indemnification of the COUNTY and during the term of this agreement, the CITY shall provide and maintain the following insurance specified in this agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at the CITY's own expense.

- (1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name the COUNTY as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- (2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- (3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which the CITY is responsible. In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- (4) Architect Insurance: The CITY shall require the Architect to provide the following insurance for the library renovation project:

- (a) General Liability. Such insurance shall be written on ISO policy form CG 00 01 or its equivalent with limits of not less than \$1 million per occurrence and \$2 million aggregate. The products/completed operations coverage shall continue to be maintained for a period of at least three (3) years from the date the Project is completed and accepted by the CITY.
- (b) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" automobiles, or coverage for "any auto."
- (c) Professional Liability Insurance. Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the Architect, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.
- (d) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Architect is responsible.

In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(5) Library Consultant Insurance: The CITY shall require the Library Consultant to provide the following insurance for the library renovation project:

- (a) General Liability. Such insurance shall be written on ISO policy form CG 00 01 or its equivalent with limits of not less than \$1 million per occurrence and \$2 million aggregate. The products/completed operations coverage shall continue to be maintained for a period of at least three (3) years from the date the Project is completed and accepted by the CITY.
- (b) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" automobiles, or coverage for "any auto."
- (c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Architect is responsible.

In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

B. Waiver of Subrogation: The CITY and Architect shall obtain appropriate endorsements upon all insurance policies waiving subrogation by the insurer(s) against the COUNTY.

C. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the COUNTY prior to the Commencement Date. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement;
- (2) Clearly evidence all coverages required in this Agreement;

- (3) Contain the express condition that insurer will use its best efforts to give written notice by mail to the COUNTY at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - (4) Identify the County of Los Angeles, its Special Districts, its officials, officers and employees as additional insureds for all activities arising from this Agreement under the general liability and automobile liability policies. The CITY shall provide the COUNTY with additional insured endorsements certifying that these required policies are in place in favor of the COUNTY; and
 - (5) Identify any deductibles or self-insured retentions exceeding \$25,000.
- D. Review of Insurance Requirements: Throughout the term of this Agreement and upon Notice to the CITY, the COUNTY may review and adjust at any time the types and limits of insurance required under this Agreement to a commercially reasonable level. Insurance is to be provided by insurers acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless, otherwise approved by the COUNTY.
- E. Failure to Maintain Coverage: Failure by the CITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of this Agreement.
- F. Notification of Incidents, Claims, or Suits: The CITY shall report to the COUNTY any accident or incident relating to services performed under this Agreement which involves injury or property damage, which might reasonably be thought to result in the filing of a claim or lawsuit against the CITY and/or the COUNTY. Such report shall be made in writing within 72 hours of the CITY's knowledge of such occurrence.
- G. Compensation for COUNTY Costs: In the event that the CITY and/or Architect fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the COUNTY, the CITY and/or Architect shall pay full compensation for all reasonable costs incurred by the COUNTY.
- H. The COUNTY understands and acknowledges that the CITY is a public entity and is a member of the California Joint Powers Insurance Authority, pursuant to a joint powers agreement, in place of maintaining regular policies of insurance. The CITY represents that such status constitutes satisfactory compliance with the COUNTY'S insurance requirements, and COUNTY accepts such representation. In the event the CITY decides to

change its insurance status, the CITY agrees to provide the COUNTY with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, the CITY agrees to provide the COUNTY with appropriate evidence of insurance coverage(s).

13. NOTICES

All notices, statements, demands, requests, consents, approvals, authorization or designations, including notices of default, under this Agreement by either party to the other shall be in writing, and shall be sufficiently given and served upon the other party, if sent by United States mail, postage prepaid, return receipt requested, and addressed as follows:

A. To the CITY:

City Clerk, City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265

B. To the COUNTY:

County of Los Angeles Public Library
Attention: Chief Deputy County Librarian
7400 East Imperial Highway, Room 201
Downey, CA 90242

and

County of Los Angeles
Chief Executive Office
Attention: Jan Takata
Kenneth Hahn Hall of Administration, Room 754
500 West Temple Street
Los Angeles, CA 90012

The COUNTY and the CITY may in writing authorize their representatives to accept any or all of the aforementioned notices by personal delivery or service.

14. TERMINATION

- A. This Agreement may be terminated by the COUNTY for the convenience of the County. The Agreement may also be terminated by either party as a result of the default by the other party of its obligations under this Agreement.

- B. Notice of termination shall be given in writing and shall be complete when delivered to the recipient (whether accepted or rejected) after deposit in the United States mail in a sealed envelope with postage paid and directed to the CITY at the address in Section 8 herein, or upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CITY. Actual knowledge of such termination by an officer of the CITY or by the managing agent regularly in charge of the Work on behalf of said CITY shall in any case be sufficient notice.

15. FINANCIAL RECORDS

- A. The CITY agrees to maintain, and make available for COUNTY inspection and audit, accurate records of all of its costs, disbursements and receipts with respect to the costs it has incurred under this Agreement. The CITY also agrees to retain such financial accounts, documents and records for five (5) years following termination of this Agreement.
- B. At any time during this Agreement or within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the COUNTY may conduct an audit of the CITY records for the purpose of verifying appropriateness and validity of costs incurred under the terms of this agreement. If said audits reveal expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the CITY shall reimburse the COUNTY for any amounts paid by the COUNTY to the CITY for such disallowed expenditures. If the COUNTY has not yet reimbursed the CITY for its costs incurred under this Agreement, the COUNTY may, in its discretion, reduce its payment obligation by an amount equal to the disallowed expenditures.
- C. The CITY, within thirty (30) days of notification from the COUNTY of its audit findings, may dispute the audit findings in writing to the COUNTY and provide the COUNTY with records and/or documentation to support its cost claims. The COUNTY shall review this documentation and make a final determination as to the validity of the expenditures.

16. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

17. VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

18. WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 18 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

[illegible]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF MALIBU	COUNTY OF LOS ANGELES
<hr/>	<hr/>
Andy Stern Mayor	Margaret Donnellan Todd County Librarian
Dated: <hr/>	Dated: <hr/>
ATTEST:	William T Fujioka Chief Executive Officer
	By <hr/>
City Clerk	APPROVED AS TO FORM:
APPROVED AS TO FORM:	Raymond G. Fortner, Jr. County Counsel
<hr/>	By <hr/>
Christi Hogin, City Attorney	Deputy County Counsel

Exhibit A

**MALIBU LIBRARY RENOVATION
ARCHITECTURAL SERVICES
SCOPE OF WORK**

Exhibit B

**MALIBU LIBRARY RENOVATION
ARCHITECTURAL SERVICES
BUDGET**

Exhibit C

**MALIBU LIBRARY RENOVATION
LIBRARY CONSULTING SERVICES
BUDGET**

Agreement No. _____



LEASE AGREEMENT

BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE CITY OF MALIBU

FOR

_____ PHASE

MALIBU LIBRARY RENOVATION PROJECT

**LEASE AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF MALIBU FOR THE
_____ PHASE
MALIBU LIBRARY RENOVATION PROJECT**

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EXHIBITS

EXHIBIT A: _____ Phase Scope of Work

EXHIBIT B: _____ Phase Project Budget

EXHIBIT C: _____ Phase Project Schedule

EXHIBIT D: _____ Phase Personal Property Items List (to be completed at
Substantial Completion)

Agreement No. _____

**LEASE AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF MALIBU FOR THE
_____ PHASE
MALIBU LIBRARY RENOVATION PROJECT**

THIS LEASE AGREEMENT (hereinafter "Lease Agreement") is made and entered into this _____ day of March, 2009 by and between the COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, (hereinafter "COUNTY"), and the CITY OF MALIBU, a municipal corporation, (hereinafter "CITY").

RECITALS

A. The COUNTY owns the Malibu Library, and the real property on which the library sits, located at 23519 West Civic Center Way, Malibu, CA 90265.

B. On November 12, 2008, a Memorandum of Understanding between the COUNTY and the CITY was approved by the COUNTY Board of Supervisors, which governs the use of property tax dollars apportioned to the COUNTY from property within the CITY for the purposes of providing and improving library services at the Malibu Library.

C. The CITY is willing to assist in the interior and exterior building renovations of said Malibu Library, subject to the terms and provisions of this Lease Agreement, and the COUNTY, upon the completion of said renovation, is willing to place said Library in full operational use for the benefit of the general public.

D. In order to accomplish the foregoing, the COUNTY by this Lease Agreement will lease said Library to the CITY, and the CITY will cause said renovation to be completed in phases, and upon completion of said Work for each phase, and its acceptance by the COUNTY, the CITY will return said Library to the COUNTY.

E. Due to available funding, said renovation will be completed by the CITY in more than one phase, and the COUNTY contemplates a separate lease of said Library to the CITY for the purpose of completing each separate phase of the said renovation by the CITY. This Agreement is for the _____ phase of the Project. Any subsequent phase of the Project will be subject to a separate lease agreement, but it is presently contemplated that any subsequent lease will be subject to substantially similar general terms and conditions as set forth herein.

F. Subject to the terms and conditions of this Agreement, the COUNTY will reimburse the CITY for construction work and installation of furnishings, fixtures and

equipment incurred by the CITY for this phase of the Project funded by the amount set aside by the Public Library for the Malibu Library and approved by the COUNTY Board of Supervisors. The COUNTY and the CITY shall each bear their administrative staff time devoted to this project and such costs shall not be charged to the set aside funds. The maximum COUNTY obligation for this phase of the Project including construction of improvements and installation of furnishings, fixtures and equipment is \$_____. Any additional costs incurred under this Agreement are the responsibility of the CITY.

G. Consistent with the Civic Art Policy adopted by the COUNTY Board of Supervisors on December 7, 2004, 1% of the cost of design services and construction costs of the Malibu Library renovation project will be transferred to the Civic Art Fund using the Malibu Library's set aside funds.

H. Section 25351.3(e) of the Government Code authorizes the COUNTY, and Sections 37350, 37380, and 37396 of the Government Code authorizes the CITY to enter into this agreement.

I. This lease performs a public purpose for both the CITY and the COUNTY.

NOW, THEREFORE, in consideration of the performance of the mutual promises and agreements herein contained at the time and in the manner specified, the parties hereto agree as follows:

1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall, for the purposes of this Lease Agreement, have the meaning herein specified:

- A. Acceptance/Acceptance Date. "Acceptance" means completion of the Work in good condition and in accordance with the approved plans and specifications, including completion of all punch list items, to the satisfaction of the COUNTY. "Acceptance Date" means the date the COUNTY certifies in writing to the CITY its Acceptance of the Work, without regard to whether the project is actually occupied by the COUNTY, or whether the CITY has made a final settlement with any Contractor who performed the Work.
- B. Architect. "Architect" means the sole proprietor, partnership, or corporation retained by the CITY to develop plans, specifications, and construction documents for the renovation of the Malibu Library.
- C. Board. "Board" means the Board of Supervisors of the COUNTY of Los Angeles.

- D. CITY. "CITY" means the CITY of Malibu, a municipal corporation, 23815 Stuart Ranch Road, Malibu, CA 90265.
- E. City Council. "City Council" means the CITY Council of the CITY of Malibu, CA.
- F. Construction Contract. "Construction Contract" means the agreement executed between the CITY and the Contractor to perform any separate phase of the Work.
- G. Contractor. "Contractor" means the sole proprietor, partnership, or corporation awarded by the CITY to perform any separate phase of the Work.
- H. COUNTY. "COUNTY" means the COUNTY of Los Angeles, a body corporate and politic, a political subdivision of the State of California, Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012.
- I. Fiscal Year. "Fiscal Year" means the twelve month period beginning July 1st and ending the following June 30th.
- J. Good Condition. Good condition means, subject to normal wear and tear, the good physical condition of the Library and each portion of the Facility (including, without limitation, signs, windows and appurtenances). "In good condition" means neat and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.
- K. Lease Agreement. "Lease Agreement" means this agreement, along with all exhibits attached hereto and incorporated by reference herein.
- L. Malibu Library. "Malibu Library" or "Library" means that certain facility owned by the COUNTY and heretofore erected and constructed at 23519 West Civic Center Way, Malibu, consisting of approximately 16,530 square feet of floor space.
- M. Phase. "Phase" means a separate and distinct portion of the Work, with established beginning and ending points mutually agreed by the COUNTY and the CITY. Each phase of the Project has a defined Scope of Work, Project Budget and Project Schedule.
- N. Public Library Department. "Public Library Department" means the COUNTY of Los Angeles Public Library, a COUNTY department, 7400 E. Imperial Highway, Downey, CA 90242.

- O. Site. "Site" means the demised premises of this lease, generally described as the Malibu Library, a structure of approximately 16,530 gross square feet, and the immediate appurtenances thereto, including the right of ingress and egress thereto, and including the right to store thereon materials and equipment related to the remodeling and renovation contemplated herein. Excluded from the leased premises are all items of personal property, interior furnishings, and fixtures and equipment that are not attached to the structure.
- P. Substantial Completion. "Substantial Completion" means completion of any separate phase of the Work to the extent that the Work is reasonably usable by the COUNTY for the purposes contemplated in this agreement, and the date written notice thereof has been served on the COUNTY by the CITY. Substantial Completion does not require completion of punch list items of the Work which do not interfere with the use of the Site for its intended purposes.
- Q. Work. "Work" means the construction of improvements, and the installation of furnishings, fixtures and equipment generally known as the renovation of the Library, to make the same habitable for County of Los Angeles Public Library use, all as set forth in plans and specifications, and other bid documents to be prepared by the CITY for approval of the COUNTY. The Work for this phase, which may also be called the "Project" herein, includes _____.

2. SITE AND LEASED PREMISES

For and in consideration of the performance of the mutual promises and agreements hereinafter specified, the COUNTY hereby leases to the CITY, and the CITY hires and takes from the COUNTY, the Site as defined herein.

Nothing in this Lease Agreement is intended to modify the rights and obligations of either the CITY or COUNTY as established in the Memorandum of Understanding approved by the COUNTY Board of Supervisors on November 12, 2008 including, but not limited to, provisions of that memorandum dealing with the accrual of set aside funds, library service levels, or the maintenance, provision of, and ownership of special collections currently housed at the site.

3. TERM OF AGREEMENT

The term of this Lease Agreement shall commence on the date that this Lease Agreement has been executed by both the CITY and the COUNTY. The CITY's rights to occupy and use the Site shall terminate 24 hours after the Acceptance Date for this _____ phase of the Project. Notwithstanding the foregoing, the

Lease Agreement itself shall terminate only upon CITY's completion of all its obligations hereunder and approval thereof by the COUNTY.

The County Librarian shall file a copy of this Agreement with the Executive Office of the COUNTY's Board of Supervisors within fifteen (15) days after the execution of this Lease Agreement.

4. LEASE RENT

In consideration for this Lease Agreement, the CITY shall perform the terms and conditions of this Lease Agreement to be performed by the CITY.

5. SCOPE OF WORK, PROJECT BUDGET AND PROJECT SCHEDULE

- A. The Scope of Work, Project Budget and Project Schedule for this phase of the Project are included as Exhibits "A", "B" and "C", respectively.
- B. Individual line items of the Project Budget set forth in Exhibit "B" may be modified by mutual consent of the parties' representatives. However, the total Project Budget amount shall only be increased through the procedures set forth in Paragraph 10.
- C. The CITY agrees that 1% of the cost of design services and construction costs of the Malibu Library renovation project will be transferred from the set aside funds to the COUNTY's Civic Art fund to provide civic arts for the project. Arts for the project will be mutually selected and approved by the COUNTY and CITY in accordance with the COUNTY's Civic Art Policy.
- D. Inability to Meet Project Schedule and/or Project Budget
 - (1) The COUNTY's Designated Representative shall monitor the progress of the Work as compared to the mutually-approved and periodically updated Project Schedule and Project Budget. If the COUNTY's Designated Representative or the CITY determines at any time that the Work may not be completed within the Project Budget, or the progress of the Work is 10% or more behind the Project Schedule, the parties shall meet as soon as possible following receipt of notice to determine how the Work may be completed within the Project Budget or how the deviation or potential deviation from the Project Schedule and/or the Project Budget will be cured. If, in the County's sole discretion, it appears possible to cure the deviation within the Project Budget and/or Project Schedule, the parties shall exercise their best efforts to mutually agree to a Corrective Action Plan to complete the Work within the Project Budget and/or Project Schedule.

- (2) In the Event the Corrective Action Plan fails to restore the Project to compliance with the current Project Budget and/or Project Schedule, or the COUNTY determines that the Project Budget is insufficient to complete the Work as described herein, the parties shall exercise their best efforts to meet and confer as to (1) changes to the Work which would allow a modified Project to be completed within the Project Budget and/or Project Schedule, and (2) additional resources available to add to the Project Budget to complete the Project, including but not limited to use of as-yet-unallocated set aside funds as those funds are described in the Memorandum of Understanding approved by the COUNTY Board of Supervisors on November 12, 2008, or an agreed modification of the Project. The final decision as to how the funds remaining in the Project Budget shall be used shall be determined in the COUNTY's sole discretion after consideration of (1) restoring the function of the existing library structure to the greatest extent possible and (2) implementing the purpose of the Project to the greatest extent possible.

6. CONSTRUCTION OF FACILITIES

- A. The Architect retained by the CITY developed plans, specifications, construction documents, scope of work, project budget and project schedule for this phase of the Project for the COUNTY's approval. The Architect will provide construction administration services for said phase. Said drawings and specifications were prepared in accordance with the requirements of state law for public works projects of cities, under the laws of the State of California, the ordinances, rules and regulations of the CITY. All low voltage systems, including voice/data cabling and terminations; patch panels, racks, main communication room cable trays and equipment; and other low voltage systems, shall comply with the COUNTY's specifications. The COUNTY has the right to approve all aspects of the Project including furniture, equipment and fixtures.

The CITY shall be responsible to procure and cause all of the Work for this phase of the Project to be performed in complete accordance with applicable law, including by open competitive bidding after public advertising, or by competitive negotiation, or other required or permissible legal method of procurement, as applicable to the particular scope of work. All work shall be in accordance with drawings and specifications approved by the COUNTY. All drawings and specifications, including, without limitation, the general conditions and all related contract documents, shall be submitted to the COUNTY for approval, and

approved by the COUNTY, prior to the solicitation and execution of a construction contract by the CITY.

The drawings and specifications, as approved by the COUNTY, shall emphasize that time is of the essence, and shall contain necessary clauses to guarantee performance of the Construction Contract for the Work within the time therein set forth. The time for Substantial Completion contained in the drawings and specifications for each phase shall be mutually agreed upon by the CITY and the COUNTY. Said time for completion may be extended by the CITY with the consent of the COUNTY, which consent shall not be unreasonably withheld, subject to the remedies available to the COUNTY in Paragraph 23 herein.

The CITY will provide the COUNTY with three (3) copies of the contract documents including but not limited to completed construction documents, project manual and furnishing, fixtures and equipments specifications for this phase of the Project. The CITY agrees that the COUNTY will be provided with copies of change orders and submittals and that such documents will not be executed or approved without advance approval by the COUNTY.

Subject to the written approval of the COUNTY, said time for completion may also be extended for such periods that the CITY or any Contractor or Contractors employed by the CITY is delayed by:

- (1) Acts or omissions of the COUNTY or any employee or agent of the COUNTY, including changes ordered in the Work; or
- (2) Any Act of God which the CITY could not have reasonably foreseen and provided for; or
- (3) Any strikes, boycotts, or like obstructive acts by employees or labor organizations, which are beyond the control of the CITY or its Contractors, and which the CITY or its Contractors cannot overcome with reasonable effort, and could not reasonably have foreseen and provided for; or
- (4) Any war or declaration of a state of national emergency; or
- (5) The imposition of governmental action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the facility; or
- (6) Any other cause wholly beyond the control of the CITY or its Contractors.

B. During the construction of said facility the following shall in addition be applicable:

- (1) Representatives on Site. The CITY will manage and supervise the construction. The CITY will retain a qualified Construction Project Manager to oversee the Work. The selection of the Project Manager will be mutually approved by the CITY and the COUNTY.

The CITY agrees that the COUNTY may have on Site, at its own expense, at any time during the Work, Designated Representatives of the COUNTY who shall have a right of access to said construction work to ascertain that the Work is being performed in accordance with the drawings and specifications.

The CITY further agrees that at the commencement of the Work, it will notify the COUNTY in writing of the identity, place of business, and business telephone number of the person who shall be the CITY's "on-the-job" representative during the progress of the Work, who shall be someone other than a COUNTY employee.

The parties acknowledge, however, that the CITY contracts with the COUNTY for COUNTY engineer and building department services, and that nothing herein contained shall prohibit the CITY from utilizing the services of the Building and Safety Division of the COUNTY's Department of Public Works, pursuant to other contracts between the CITY and the COUNTY, for all of the usual services that the COUNTY would otherwise provide to the CITY during the course of said Work pursuant to the terms of those contracts, including, without limitation, payment of compensation to the COUNTY for such services.

The CITY additionally agrees that the COUNTY may have on Site at its own expense at any time during the Work, a Staff Coordinator from the Library District to coordinate with the CITY regarding any and all necessary staff moves required due to the construction. The CITY agrees that the COUNTY may store contents of the Malibu Library, including furniture, fixtures and collections, in storage containers that will be located on the Malibu Library parking lot.

- (2) Construction Meetings. The CITY shall allow the Designated Representatives of the COUNTY to participate in construction meetings for each phase of the Work in order to verify that the facility is being constructed in accordance with the construction

drawings. The schedule for construction meetings shall be mutually developed by the CITY and the COUNTY.

- (3) Warranties. The CITY shall include in its contracts for each phase of the Work a clause requiring the Contractors to warrant that the Work constructed or installed shall be free of defects in construction or otherwise for a period of one (1) year after Acceptance, and that such warranty shall be assignable from the CITY to the COUNTY. Upon the COUNTY's Acceptance of the Work, the CITY will assign its right, title and interest in such warranty to the COUNTY which shall have the right to enforce the same.

The CITY shall require its Contractors for each phase of the Work to obtain from its suppliers all warranties usually available with the type and quantity being supplied. Each such warranty shall be in a form assignable to the COUNTY upon Acceptance of the Work. The CITY shall assign, or cause to be assigned, to the COUNTY all such warranties obtained during the construction or installation of the Work.

- (4) Status of Facility Improvements. The parties hereto agree that any Work constructed or installed by the CITY hereunder shall be considered real property except for the items included in Exhibit "D", attached hereto and made a part hereof as though set forth in full. Exhibit "D" shall include those items mutually agreed between the parties and shall be developed upon Substantial Completion of the Work and prior to COUNTY's payment to the CITY pursuant to paragraph 14.
- (5) Payment of Prevailing Wages. The CITY shall include a provision in the Construction Contract for each phase of the Work requiring its Contractors and all subcontractors to pay all workers on the Project prevailing wage rates in compliance with the California Labor Code, including without limitation, California Labor Code section 1721.

7. CHANGES IN DRAWINGS AND SPECIFICATIONS

No change shall be made in the drawings and specifications, or in the work performed thereunder, except when approved by the CITY in accordance with the drawings and specifications, and the CITY's rules and regulations. In addition, no change in the drawings and specifications or change order shall be effective unless approved in writing by the COUNTY. Notwithstanding the preceding, in no event shall the COUNTY be required to pay the CITY an amount in excess of its payment obligation set forth in Paragraph 14 herein.

8. AWARD OF CONTRACTS

All bids for the performance of each phase of the Work and for the acquisition or installation of any improvement on the facility including furniture, fixtures and equipment, before being awarded by the CITY shall be first reported to the COUNTY's Designated Representative for his/her consent.

9. RESPONSIBILITY FOR WORK AND MAINTENANCE OF THE SITE

Until the Acceptance Date of each phase of the Work, the CITY shall be solely responsible for the Work and the Site with improvements thereon. For those areas under construction, the CITY shall at its own expense manage, maintain, operate and preserve the Site, and all improvements thereon in good order, condition and repair, reasonable wear and tear being excepted, except as hereinafter set forth.

The COUNTY shall be responsible to pay the utilities and grounds maintenance costs of the Site during the lease period.

10. CHANGE NOTICES AND AMENDMENTS

- A. No representative of either COUNTY or CITY, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 10.
- B. The parties hereunder reserve the right to request changes to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 10.
- C. Except as otherwise provided in this Agreement, for any change requested by either party which affects the scope of work, project budget, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by each of the COUNTY's and the CITY's City Council authorized representative.
- D. Notwithstanding any other provision of this Paragraph 10, to the extent that extensions of time do not impact either the scope of work or cost of this Agreement, the County Librarian, in her sole discretion, may grant the CITY extensions of time in writing for the work listed in the Scope of Work, provided that such extensions shall not exceed a total of twelve (12) months.

- E. Such Amendments shall be authorized under the following conditions:
- (1) That Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives;
 - (2) That the COUNTY's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
 - (3) That the County Librarian ensures that such Amendments are approved by the COUNTY's Chief Executive Officer, and as to form by County Counsel; and
 - (4) That the County Librarian files a copy of all Amendments with the Executive Office of the COUNTY's Board of Supervisors within fifteen (15) days after execution of each Amendment.

11. INDEMNIFICATION

- A. The CITY shall indemnify, defend and hold the COUNTY, its Special Districts, elected and appointed officers, employees and agents harmless from and against all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the acts or omissions of the CITY, its members, agents, consultants, contractors and invitees, relating to this Lease Agreement and any activities or operations performed in connection with same, including without limitation, the design, construction, maintenance and security of the Work, Site and Project.
- B. The CITY shall require its Contractors to indemnify, defend and hold the COUNTY, its Special Districts, elected and appointed officers, employees and agents harmless from and against all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with acts, errors, and omissions of Contractors, its sub-contractors, agents and invitees.

12. INSURANCE REQUIREMENTS

- A. Insurance: Without limiting the CITY's indemnification of the COUNTY and during the Term of this Lease, the CITY shall provide and maintain the following insurance specified in this Lease. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at the CITY's own expense.

- (1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name the COUNTY as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- (2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- (3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which the CITY is responsible. If the CITY's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CITY is responsible.

In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- (4) Commercial Property insurance: Such insurance shall:

- (a) Cover damage to Premises including improvements and betterments, from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30) or its equivalent, including earthquake (if the CITY deems it reasonable), Ordinance or Law Coverage and Business Interruption equal to two (2) years annual rent;

- (b) Be written for the full replacement value of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less; and
 - (c) Be payable to the CITY and the COUNTY as their interests may appear and be utilized for repair and restoration of the Property.
- (5) Construction Insurance: The CITY or the CITY's Contractors shall provide the following insurance for library renovation:
 - (a) Builder's Risk Course of Construction to insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including the COUNTY furnished materials and equipment, against loss or damage until completion and acceptance by the CITY.
 - (b) General Liability. Such insurance shall be written on ISO policy form CG 00 01 or its equivalent with limits of not less than \$2 million per occurrence and \$4 million aggregate. The products/completed operations coverage shall continue to be maintained for a period of at least three (3) years from the date the Project is completed and accepted by the CITY.
 - (c) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$2 million each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" automobiles, or coverage for "any auto."
 - (d) Asbestos Liability or Contractors Pollution Liability insurance, if construction requires remediation of asbestos or pollutants. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up,

testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Contractors' of subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than \$2 million for this project.

- (e) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Contractor is responsible.

In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- (f) Performance Security Requirements: The CITY shall require its contractor to file surety bonds with the COUNTY in the amounts and for the purposes noted below. All bonds shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the United States Department of the Treasury's Listing of Approved Sureties Treasury (Circular 570) and is satisfactory to the COUNTY, and it shall pay all premiums and costs thereof and incidental thereto (see www.fms.treas.gov/c570/).

Each bond shall be signed by the CITY's Contractor (as Principal) and the Surety.

The CITY's contractor shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the construction contract amount to assure the payment of claims of material men supplying materials to the CITY's contractor, subcontractors, and mechanics, and laborers employed by the CITY's contractor and subcontractors on the Project, and the second in the sum of not less than 100% of the construction contract amount to assure the faithful performance of the Project Contract.

- The "Materials and Labor Bond" (or "Payment Bond") shall be so conditioned as to inure to the benefit of persons furnishing materials for, or performing labor upon the Work. This bond shall be maintained by the CITY's contractor in full force and effect until the Work is completed and accepted by the CITY and the COUNTY, and until all claims for materials, labor, and subcontracts are paid.
- The "Bond for Faithful Performance" shall be so conditioned as to assure the faithful performance by the CITY's Contractor of all Work under said Project contract within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the COUNTY. That all materials and workmanship supplied by the CITY's Contractor will be free from original or developed defects, and that should original or developed defects, or failures appear within a period of one year from the date of Acceptance of the Work by the CITY. The Contractor shall, at Contractor's own expense, make good such defects and failures, and make all replacements and adjustments required, within a reasonable time after being notified by the CITY to do so, and to the approval of the COUNTY, if required. This bond shall be maintained by the CITY's contractor in full force and effect during the performance of the Project and for a period of one year after acceptance of the Work by the CITY and the COUNTY, if required.

Should any surety or sureties upon said bonds or any of them become insufficient, or be deemed unsatisfactory by the CITY or the COUNTY, said Contractor shall replace said bond, or bonds with good and sufficient sureties within ten (10) days after receiving notice from the CITY or the COUNTY that the surety, or sureties are insufficient or unsatisfactory.

No further payment shall be deemed due, or will be made under this Contract until the new sureties shall qualify and be accepted by the CITY and the COUNTY.

- B. Waiver of Subrogation: The CITY and the CITY's Contractor shall obtain appropriate endorsements upon all insurance policies waiving subrogation by the insurer(s) against the COUNTY.

- C. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the COUNTY prior to the Commencement Date. Such certificates or other evidence shall:
- (1) Specifically identify this Lease;
 - (2) Clearly evidence all coverages required in this Lease;
 - (3) Contain the express condition that insurer will use its best efforts to give written notice by mail to the COUNTY at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - (4) Identify the County of Los Angeles, its Special Districts, its officials, officers and employees as additional insureds for all activities arising from this Lease under the commercial general liability policy, the automobile liability policy, the commercial property insurance policy, the builder's risk policy, and the asbestos liability or contractors pollution liability insurance policy. The CITY shall obtain endorsements certifying adding the County of Los Angeles, its Special Districts, its officials, officers and employees as additional insureds; and
 - (5) Identify any deductibles or self-insured retentions exceeding \$25,000.
- D. Review of Insurance Requirements: Throughout the term of this Lease and upon Notice to the CITY, the COUNTY may review and adjust at any time the types and limits of insurance required under this Lease to a commercially reasonable level. Insurance is to be provided by insurers acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless, otherwise approved by the COUNTY.
- E. Failure to Maintain Coverage: Failure by the CITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of this Lease.
- F. Notification of Incidents, Claims, or Suits: The CITY shall report to the COUNTY any accident or incident relating to services performed under this Lease which involves injury or property damage, which might reasonably be thought to result in the filing of a claim or lawsuit against the CITY and the COUNTY. Such report shall be made in writing within 72 hours of the CITY's knowledge of such occurrence.

- G. Compensation for COUNTY Costs: In the event that the CITY and/or the CITY's Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the COUNTY, the CITY and/or the CITY's Contractor shall pay full compensation for all reasonable costs incurred by the COUNTY.
- H. The COUNTY understands and acknowledges that the CITY is a public entity and is a member of the California Joint Powers Insurance Authority, pursuant to a joint powers agreement, in place of maintaining regular policies of insurance. The CITY represents that such status satisfactory complies with the COUNTY's insurance requirements, and the COUNTY accepts such representation. In the event the CITY decides to change its insurance status, the CITY agrees to provide the COUNTY with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, the CITY agrees to provide the COUNTY with appropriate evidence of insurance coverage(s).

13. ACCEPTANCE OF WORK

- A. Acceptance of the Work. The COUNTY agrees that its Designated Representative, provided for in paragraph 6, shall be authorized to approve the progress of the Work as the same is performed. Notwithstanding the foregoing, the COUNTY agrees that its consent shall not be unreasonably withheld. It is agreed that upon said representative's approval of said Work the CITY may make payment to the Contractor or vendor of the Work. Upon both the COUNTY's and the CITY's "on-the-job" representative certifying to the satisfactory completion of said Work, acceptance of said Work by the CITY shall immediately be referred to the City Council.
- B. Prior to the COUNTY's acceptance of the Library for occupancy, the parties' representatives shall conduct a walk-through to confirm that the improvements, other than minor punch list items, have been completed to the COUNTY'S reasonable satisfaction. The COUNTY's acceptance of the Library for occupancy shall constitute acknowledgment that the Library is in good order upon commencement of this lease, except for those minor punch list items identified in writing. The CITY shall complete, or shall cause to be completed, all such punch list items within thirty (30) days of the COUNTY's occupancy of the Library. In the event that the CITY fails to do so, then the COUNTY may at its sole option perform or cause performance of the work and charge the reasonable cost thereof to the CITY and CITY shall pay such charge.

- (1) Upon completion of each phase of renovation of the Library, the CITY shall furnish the COUNTY with one complete set of reproducible as-built CAD drawings of the applicable portion of the renovated building, a compact disc with an electronic file, three prints and two sets of all operating and maintenance manuals for any systems/materials for which the COUNTY has maintenance responsibility.
- C. The COUNTY shall not give its Acceptance of the completed Work until a final walk-through of the Project by the CITY's and the COUNTY's Designated Representatives has been conducted and all punch list items have been completed to the COUNTY's satisfaction.
- D. Termination of the Lease. Upon both acceptance of this phase of said Work by the City Council, and final written Acceptance by the COUNTY, CITY's right to occupy and use the Site as provided for under this Lease Agreement shall automatically terminate 24 hours after the Acceptance Date.

14. COUNTY PAYMENT

The maximum COUNTY obligation for this Lease Agreement is \$_____.

The COUNTY shall reimburse the CITY for costs incurred by the CITY for the _____ phase of the Project under this Lease Agreement subject to the COUNTY'S approval of the invoices and supporting documentation submitted by the CITY. The COUNTY will not reimburse the CITY for the cost of administrative staff devoted to this Project. The total amount of the COUNTY's payment to the CITY under this Agreement shall not exceed the maximum total amount for this Agreement specified under the Project Budget set forth in Exhibit "B" for this Lease Agreement. Any additional costs incurred by the CITY under this Lease Agreement that exceeds the maximum COUNTY obligation will be paid by the CITY.

The CITY will notify the COUNTY when the Project Budget amount has been incurred up to 75% of the Project Budget.

15. INVOICES

A. Invoices to County

All demands for payment under this Agreement shall be submitted to the COUNTY with supporting documentation of expenses incurred by the CITY, in duplicate to the following address:

County of Los Angeles Public Library
Chief Deputy County Librarian
7400 East Imperial Highway, Room 201
Downey, California 90242

The invoices should indicate the amount due and the amounts previously paid. The COUNTY Designated Representative must have written approval of the invoice prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. The CITY shall receive the payment from the COUNTY within 30 days from the receipt of such invoice. Approval of payment will not be unreasonably withheld.

B. Contractor's Invoices

The CITY agrees that the contractor's invoices shall be subject to a 10% retention amount. The retention amount shall be paid to the Contractor with the final invoice upon the COUNTY's final acceptance of the Work and the Contractor's completion of all its obligations under the terms of its agreement with the CITY.

16. TITLE TO PROPERTY

Ownership of the improvements to the library, including furniture, fixtures, equipment, and collections shall automatically vest in the COUNTY upon the delivery or installation of said improvements, as applicable.

17. MANAGEMENT, OPERATION, MAINTENANCE, AND UTILITIES

After the Acceptance Date, the COUNTY shall have the sole responsibility for all management, operation, maintenance and repairs, including without limitation thereto, security service, janitor service, power, light and all other utility services of the demised premises. After the Acceptance Date for an applicable phase, the CITY shall be relieved of all responsibility under this Lease Agreement for maintaining, insuring or providing security for the Library.

18. PARAGRAPH HEADINGS AND SEVERABILITY

Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provision of this Lease. If any paragraph, subparagraph, sentence, clause or phrase of this Lease, or the application thereof to either party or any other person or circumstance, is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the Lease, or the application of such provision to the other party, or to any person or circumstance shall not be affected thereby.

19. LIENS

The CITY shall pay all costs for construction and installation done by it, or caused by it to be done as provided for herein during the term of this agreement, and shall keep the Site free and clear of any and all liens or stop notices resulting from construction performed thereon during the term of this Lease Agreement.

20. WAIVER

No delay or omission in the exercise of any right or remedy of any part on any default by the other party shall impair such a right or remedy, or be construed as a waiver. Any waiver by any party of any default of the other party must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Lease Agreement.

21. EXECUTION

This Lease Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be original, but altogether shall constitute but one and the same agreement, and it is also understood and agreed that separate counterparts of this agreement may be separately executed by the COUNTY and the CITY, all with the same full force and effect as though the same counterpart has been executed simultaneously by both the COUNTY and the CITY.

22. NOTICES

All notices, statements, demands, requests, consents, approvals, authorization or designations, including notices of default, under this Lease Agreement by either party to the other shall be in writing, and shall be sufficiently given and served upon the other party, if sent by United States mail, postage prepaid, return receipt requested, and addressed as follows:

A. To the CITY:

City Clerk, City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265

B. To the COUNTY:

Clerk of the Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, CA 90012

With copies to:

County of Los Angeles Public Library
Attention: Chief Deputy County Librarian
7400 East Imperial Highway, Room 201
Downey, CA 90242

and

County of Los Angeles
Chief Executive Office
Attention: Jan Takata
Kenneth Hahn Hall of Administration, Room 754
500 West Temple Street
Los Angeles, CA 90012

The COUNTY and the CITY may in writing authorize their on-site representative to accept any or all of the aforementioned notices by personal delivery or service.

23. TERMINATION

A. This Lease Agreement may be terminated by the COUNTY in the event the COUNTY reasonably determines that the CITY has failed to carry out its obligations under this Lease agreement, and may also be terminated for the convenience of the County.

- (1) In the event the CITY's right to complete the project is terminated as provided herein, the COUNTY may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and documents on the Site necessary for completing the Work in accordance with the plans and specifications. The COUNTY may require the CITY to assign to the COUNTY the CITY's rights, title and interest in any or all contracts or purchase orders connected with the Work. Subject to the limitations of this Lease Agreement, the COUNTY shall pay the CITY for necessary and appropriate documented reimbursable costs incurred by the CITY up to the effective date of termination within 60 days after receipt from the CITY of satisfactory financial documentation of costs incurred by the CITY.

B. Notice of termination shall be given in writing and shall be complete when delivered to the recipient (whether accepted or rejected) after deposit in the United States mail in a sealed envelope with postage paid and directed to the CITY at the address in Section 22 herein, or upon personal delivery to any

person whose actual knowledge of such termination would be sufficient notice to the CITY. Actual knowledge of such termination by an officer of the CITY or by the managing agent regularly in charge of the Work on behalf of said CITY shall in any case be sufficient notice.

24. FINANCIAL RECORDS

- A. The CITY agrees to maintain, and make available for COUNTY inspection and audit, accurate records of all of its costs, disbursements and receipts with respect to the costs it has incurred under this agreement. The CITY also agrees to retain such financial accounts, documents and records for five (5) years following termination of this Lease Agreement.
- B. At any time during this Lease Agreement or within five (5) years of the expiration or prior termination of this Lease Agreement, authorized representatives of the COUNTY may conduct an audit of the CITY records for the purpose of verifying appropriateness and validity of costs incurred under the terms of this agreement. If said audits reveal expenditures that cannot be verified or that were paid in violation of the terms of this Lease Agreement, the CITY shall reimburse the COUNTY for any amounts paid by the COUNTY to the CITY for such disallowed expenditures. If the COUNTY has not yet reimbursed the CITY for its costs incurred under this Lease Agreement, the COUNTY may, in its discretion, reduce its payment obligation by an amount equal to the disallowed expenditures.
- C. The CITY, within thirty (30) days of notification from the COUNTY of its audit findings, may dispute the audit findings in writing to the COUNTY and provide the COUNTY with records and/or documentation to support its cost claims. The COUNTY shall review this documentation and make a final determination as to the validity of the expenditures.

25. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

26. VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF MALIBU	COUNTY OF LOS ANGELES
<hr/>	<hr/>
Andy Stern Mayor	Margaret Donnellan Todd County Librarian
Dated: <hr/>	Dated: <hr/>
ATTEST:	William T Fujioka Chief Executive Officer
	By <hr/>
City Clerk	APPROVED AS TO FORM:
	Raymond G. Fortner, Jr. County Counsel
APPROVED AS TO FORM:	By <hr/>
	Deputy County Counsel
<hr/>	
Christi Hogin, City Attorney	

Exhibit A

**MALIBU LIBRARY RENOVATION
____ PHASE
SCOPE OF WORK**

Exhibit B

**MALIBU LIBRARY RENOVATION
 PHASE
PROJECT BUDGET**

Exhibit C

**MALIBU LIBRARY RENOVATION
____ PHASE
PROJECT SCHEDULE**

Exhibit D

**MALIBU LIBRARY RENOVATION
____ PHASE
PERSONAL PROPERTY ITEMS LIST**

(To be completed at Substantial Completion)

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S.
No.

DEPARTMENT OF PUBLIC LIBRARY

March 24₂₀ 09

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

MALIBU LIBRARY RENOVATION
FISCAL YEAR 2008-09
4 Votes

SOURCES

Public Library
Designation for Prog Expansion
B06-PL-3017
Cancel Designation

\$2,646,000

USES

Public Library
Operating Transfers Out
B06-PL-6100-41200
Increase Appropriation

\$2,646,000

Public Library-ACO Fund
Malibu Library Renovation
Operating Transfer In/CP
J12-CP-96-9919-65052-88944
Increase Revenue

\$2,646,000

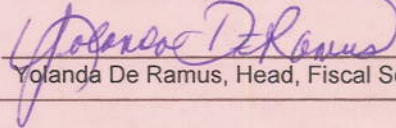
Public Library-ACO Fund
Malibu Library Renovation
Building & Improvements
J12-CP-6014-65052-88944
Increase Appropriation

\$ 2,646,000

Justification:

This Appropriation Adjustment cancels the designation in the Public Library's Operating Budget and establishes a Capital Project in the Public Library's Accumulated Capital Outlay Fund (ACO)/J12 for the Malibu Library Refurbishment.

John S. Edmisten, Asst. Division Chief


Yolanda De Ramus, Head, Fiscal Services

CHIEF ADMINISTRATIVE OFFICER'S REPORT

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#57-E

MAR 31 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

APPROVED AS REQUESTED

AS REVISED

✓ RECOMMENDATION

March 24 2009 *John S. Edmisten*
CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

20

AUDITOR-CONTROLLER BY

No. 184

Mar 17 2009

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER